

REMARKS/ARGUMENTS

The present communication is in response to the final Official Action mailed February 25, 2005. A petition for a three-month extension of the term for response to said Official Action, to and including August 25, 2005, is transmitted herewith.

By the present amendment, paragraph 0102 of the specification has been amended to correct a typographical error in the word "individually" to read -- individually --.

Applicants would like to thank the Examiner again for the courtesy of the telephonic interview on July 19, 2005. The substance of the interview was memorialized in the Official Interview Summary mailed July 21, 2005.

This Amendment is in compliance with the agreement set forth in the aforementioned interview.

Claims 1-44 are pending in the application, in which claims 5, 7-13 and 20-44 have been withdrawn.

I. § 102 REJECTIONS OF CLAIMS 1, 3, 4, 6, 14-16 AND 19

**A. *Bilsback* Does Not Teach Or Suggest That
The Frame Holds The Sheet "In Tension"**

Claims 1, 3, 4, 6, 14-16 and 19 were rejected under 35 U.S.C. § 102(b) as being anticipated by *Bilsback*, U.S. Patent 3,828,215 ("*Bilsback*").

As proposed during the aforesaid interview, claim 1 has been amended to recite that the frame holds the flexible sheet "in tension." Support for the "in tension" language is in, e.g., paragraph 0051 of the specification, page 20. Specifically, paragraph 0051 discloses that frame 20 in Fig. 1A of the present application holds flexible sheet 40 under uniform "tension." Moreover, the language "in tension" merely clarifies that which was already implicit in the original term "taut."

Such a feature is not taught or suggested by *Bilsback*. In Fig. 1 of *Bilsback*, flexible sheet 16 is held between

frames 10 and 17. (See col. 5, lns. 25-28.) *Bilsback* does not disclose, teach or suggest that frame 10 holds flexible sheet 16 in tension. The Examiner seems to agree with such interpretation. In the Interview Summary, the Examiner stated that "in tension" "would clarify to what degree the sheet had to be taut, as *Bilsback* does not appear to mention anything about the sheet being in tension." Thus, the § 102 rejection on *Bilsback* should be withdrawn as to claim 1, and as to claims 3, 4 and 6 which depend, directly or indirectly, from claim 1.

The § 102 rejection should also be withdrawn as to independent claims 14 and 16 and their dependent claims 15 and 17-19. Claims 14 and 16 have been amended as discussed above in connection with claim 1 to recite that the frame holds the sheet "in tension."

**B. *Bilsback* Does Not Teach Or Suggest That
The Flexible Sheet Is Sealed To The
Mounting Surface**

Furthermore, as also argued during the interview, independent claims 14 and 16 are allowable over *Bilsback*, because *Bilsback* does not teach or suggest that the flexible sheet is "sealed to" the mounting surface of the frame. (Cl. 14, lns. 10-11; cl. 16, lns. 14-15.)

Bilsback shows in Fig. 1 a sealing material 47. However, sealing material 47 is not for sealing flexible sheet 16 to frame 10 as called for in the claims. Rather, sealing material 47 is for sealing glass plate 14 to glass plate 15. (See col. 3, lns. 14-31.) As disclosed in column 3, lines 14-31, sealing material 47 is disposed between glass plates 14 and 15, around the periphery thereof. Such an assembly is fired in an oven such that sealing material 47 seals the glass plates 14 to 15 together and creates a chamber between the two plates. (See *id.*, lns. 17-19.) After the chamber between the two plates is evacuated and filled with illuminable

gas, the assembly is then assembled with flexible sheet 16 and frames 10 and 17 to form a display device. (See col. 5, lns. 15-32.) Thus, sealing material 47 is used to seal plate 14 to plate 15, not to seal flexible sheet 16 to frame 10. Therefore, *Bilsback* does not disclose, teach or suggest the claimed feature of the flexible sheet being sealed to the mounting surface of the frame.

II. § 103 REJECTIONS

Dependent claims 2 and 17-18 are rejected under 35 U.S.C. § 103(a) as being unpatentable over *Boudreau*, U.S. Patent 5,528,826 ("*Boudreau*"). However, as discussed above, *Bilsback* does not teach or suggest all the features in independent claims 1 and 16, upon which claims 12 and 17-18 depend. The Official Action does not allege that anything in *Boudreau* cures the deficiencies of *Bilsback* pointed out above. Accordingly, the § 103 rejection based on *Bilsback* in view of *Boudreau* must be withdrawn.

III. CONCLUSION

It is believed that the present amendment has put all non-withdrawn claims in condition for allowance. Therefore, favorable reconsideration and allowance are earnestly solicited.

If there are any additional charges in connection with this requested amendment, the Examiner is authorized to charge Deposit Account No. 12-1095 therefor.

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Respectfully submitted,

By 

Marcus J. Millet

Registration No.: 28,241

LERNER, DAVID, LITTENBERG,

KRUMHOLZ & MENTLIK, LLP

600 South Avenue West

Westfield, New Jersey 07090

(908) 654-5000

Attorney for Applicant